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APR 26 2021
Clerk, U.S. District Court
Fairbanks, AK

4 IN THE UNITED STATES FEDERAL DISTRICT COURT
5 FOR THE DISTRICT OF ALASKA

6 Gerald L. Bowers, Bowers Investment
7 Company LLC. (Limited Liability Company),
8 Bowers Office Products Inc., Yukon Maxi-
9 Storage, Bowers General Construction.

10 Plaintiff(s),
11 vs.

12 Denali State Bank (Including All Board
13 Members, Shareholders, and Associates),
14 Denali Bancorp Inc. (Including All Board
15 Members, Shareholders, and Associates),
16 Steve Lundgren, Randy Weaver, Aaron
17 Pletnikoff, Jyotsna Heckman, Aaron Hines,
18 Monee Stewart, Dena' Nena' Henash aka
19 Tanana Chiefs Conference (Including All
20 Board Members, Shareholders, and
21 Associates), Doyon Limited LLC (Including All
22 Board Members, Shareholders, and
23 Associates), Dineega Corporation (Including
24 All Board Members, Shareholders, and
25 Associates), Law Office of Jeremy Collier,
26 Upper Tanana Development Corporation,
27 Guess & Rudd Law Firm, Michael McLaughlin,
28 James Dewitt, D. Randall Ensminger, First
National Bank Alaska, Betsy Lawer, Jerry
Walker, Bill Renfrew, Erik LeRoy, Texas Bank
and Trust, Jeff Cheavens, CSG Inc. Law Firm,
Zane Wilson, Jo Kuchle, Danielle Gardner,
Michael Killion, Vitali Kuzmich, Kathleen
Smart, Christopher Zimmerman, John
Wallace, Yukon Title Company Inc. (Including
All Board Members, Shareholders, and
Associates), The Federal District Court for the
District of Alaska, The Alaska State Court
System, KeyBank, John Burns, Borgeson &
Burns PC.

Defendant(s),

Case No.: 4:21-cv-00007-TMB

PLAINTIFF'S FIRST AMENDED
COMPLAINT

JURY TRIAL DEMANDED

1 **COMES NOW** Plaintiff(s), Bowers et al, and pursuant to Federal Rule of Civil Procedure
2 15(a)(1) and files this, Plaintiff's First Amended Complaint. Plaintiff expressly incorporates and
3 adopts, as if restated verbatim herein, all facts, allegations, counts and parts of the April 14,
4 2021 Complaint, including, but not limited to, all prayers for relief, all causes of action, all writing
5 within, and all exhibits to, that April 14, 2021 Complaint. The purpose of this amendment is to
add two (2) additional Defendants.

NEW DEFENDANTS

8 Plaintiffs add as Defendants: (1) Mr. John J. Burns, and (2) Borgeson & Burns PC, upon
9 information and belief of their involvement and participation in alleged wrongdoing, including but
10 not limited to, the impropriety described in Item #11 of Plaintiffs' Complaint.

COMPLAINT

Plaintiffs Gerald L. Bowers, Bowers Investment Company LLC., Bowers Office Products Inc., Yukon Maxi-Storage, Bowers General Construction (collectively "Plaintiffs"), brings this complaint for fraud, civil conspiracy to commit fraud, abuse of process, and civil violations of the Federal Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1964 (c)) against Defendants (1) Denali State Bank (Including All Board Members, Shareholders, and Associates), (2) Denali Bancorp Inc. (Including All Board Members, Shareholders, and Associates), (3) Steve Lundgren, (4) Randy Weaver, (5) Aaron Pletnikoff, (6) Jyotsna Heckman, (7) Aaron Hines, (8) Monee Stewart aka Monee Smith, (9) Dena' Nena' Henash aka Tanana Chiefs Conference (Including All Board Members, Shareholders, and Associates), (10) Doyon Limited LLC (Including All Board Members, Shareholders, and Associates), (11) Dineega Corporation (Including All Board Members, Shareholders, and Associates), (12) Law Office of Jeremy Collier, (13) Upper Tanana Development Corporation, (14) Guess & Rudd Law Firm, (15) Michael McLaughlin, (16) James Dewitt, (17) D. Randall Ensminger, (18) First National Bank Alaska, (19) Betsy Lawer, (20) Jerry Walker, (21) Bill Renfrew, (22) Erik LeRoy, (23) Texas Bank and Trust, (24) Jeff Cheavens, (25) CSG Inc. Law Firm, (26) Zane Wilson, (27) Jo Kuchle, (28) Danielle Gardner, (29) Michael Killion, (30) Vitali Kuzmich, (31) Kathleen Smart, (32) Christopher Zimmerman, (33) John Wallace, (34) Yukon Title Company Inc. (Including All Board Members, Shareholders, and Associates), (35) The Federal District Court for the District of Alaska, (36) The Alaska State Court System, (37) KeyBank, (38) John J. Burns, and (39) Borgeson & Burns PC, (collectively "Defendants"). Plaintiffs have contacted the Department of

1 Justice-Office of the District Attorney for the District of Alaska (Point of Contact: Michael
2 Heyman), and the Federal Bureau of Investigation (Point of Contact: Special Agent Andrew
3 McKay). We have also reached out to the U.S. Dept. of Justice Criminal Division in Washington
4 D.C. per the attached letter and response (See Exhibit-I). These Federal entities have
confirmed that we have a right to file a Civil RICO Lis Pendens Lawsuit.

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6 **SUBJECT MATTER JURISDICTION**

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8 Section 1331 of Title 28, United States Code, provides that “[t]he district courts shall
9 have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the
10 United States,” and hence confers subject matter jurisdiction upon federal district courts to hear
11 a claim arising from an alleged violation of a federal law or statute (i.e., a federal question). See,
12 e.g., Sec. Investor Prot. Corp. v. Vigman, 764 F.2d 1309, 1314 (9th Cir. 1985). Therefore,
13 federal district courts are empowered to hear civil claims arising from an alleged violation of the
14 RICO statute, 18 U.S.C. §§ 1961, et seq. See e.g., Rolls-Royce Motors, Inc. v. Charles Schmitt
& Co., 657 F. Supp. 1040, 1055 (S.D.N.Y. 1987)

15

16 **NATURE OF THE CASE**

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18 This is an action alleging fraud, civil conspiracy to commit fraud, abuse of process, and
19 racketeering perpetrated by Defendants that caused injury to Plaintiffs. This Civil RICO action is
20 brought before the court as provided under 18 U.S.C. § 1964 (c) which states in pertinent part
21 “*Any person injured in his business or property by reason of a violation of section 1962 of this
chapter may sue therefor in any appropriate United States district court and shall recover
threefold the damages he sustains and the cost of the suit, including a reasonable attorney's
fee*”. The four primary elements of Civil RICO claims filed under 1962 (c) are (1) conduct, (2) of
22 an enterprise, (3) through a pattern, (4) of racketeering activity.

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25 18 U.S.C. § 1961 (4) defines that an “*“enterprise” includes any individual, partnership,
corporation, association, or other legal entity, and any union or group of individuals associated
in fact although not a legal entity;*”

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1 18 U.S.C. § 1961 (5) defines that a “pattern of racketeering activity” requires at least two acts of
2 racketeering activity, one of which occurred after the effective date of this chapter and the last of
3 which occurred within ten years (excluding any period of imprisonment) after the commission of
4 a prior act of racketeering activity;”.

5 The Defendants are enterprises subject to civil RICO. The unlawful acts of the Defendants form
6 a pattern of conduct that constitutes racketeering activity. We have assembled the Defendant's
7 unlawful acts into the following list of improprieties in chronological order. Each of the
8 improprieties is followed by a note of the supporting evidence extensively supported by backup
9 data within our record binders.

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12 **IMPROPRIETIES**

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14 1. **FEB 3, 1986 to FEB 25, 2019:** Denali State Bank never had an Alaska Business License
15 as required by Law. Denali State Bank has been operating without a business license,
16 establishing contracts and conducting unlicensed business operations for decades.

17 Bowers Critical Case Files Volume 2
18 Item #B-DSB Lack of Business License
19 **Exhibit-A: DSB Lack of Business License**

20 2. **DECEMBER 31, 1986-SEPTEMBER 10, 2015:** Steven Lundgren, in his former capacity
21 as Vice President of KeyBank in Fairbanks, and current position as President of Denali
22 State Bank, has created tremendous liability for both banks by failing to properly timely
23 Reconvey Lot-25B.

24 Bowers Critical Case Files Volume 2
25 Item #J-Lot 25B Reconveyance Impropriety Bundle
26 **Exhibit-B: Lot-25B Reconveyance Impropriety Bundle**

27 3. **APRIL 22-23-24-2008:** Denali State Bank made improper changes to mortgages and
28 materially altered Bowers Investment Company, LLC's (Limited Liability Company) ("BIC")
29 April 22, 23, 24, 2008 Deed of Trust, Promissory Note, and Related Loan Documents.
30 These alterations did not match the original loan documents and they failed to furnish the
31 original Loan Documents. We have copies of this corrupt activity.

32 Bowers Supplemental
33 Item #1-2006 Deed of Trust, Promissory Note, Related Loan Documents

1 Item #2-2008 Deed of Trust, Promissory Note, Related Loan Documents
2 Item #3-Keith Bartusch Email with Attached 2008 Deed of Trust

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4. **APRIL 2008 to PRESENT:** Denali State Bank has refused to release the original/authentic version of the 2008 Loan Documents with the terms agreed to by the borrower. The authentic 2008 Loan Documents consist of (1) a 2008 Deed of Trust, (2) a 2008 Promissory Note, and (3) a set of related loan documents. Denali State Bank has never produced a valid proof of claim. The original documents signed on April 24, 2008 which paid off the 2006 loan #51216-09 and originated the 2008 loan #51216-13

Bowers Supplemental

Item #2-2008 Deed of Trust, Promissory Note, Related Loan Documents

5. **APRIL 2008 to PRESENT:** Denali State Bank's Materially Altered Deed of Trust Modified a 2008 Deed of Trust to a 2006 Deed of Trust, Promissory Note, and Related Loan Documents contain terms that were not agreed to by BIC. These unsolicited terms include (1) an Early Exit Fee of \$260,000 - \$26,000 (10% - 1% decreasing over time), (2) Reducing the Time to Cure Default from 90 days to 15 days (Memo evidence regarding this term), (3) Adding on multiple nonconsensual fraudulent agreements entitled "Exhibit-A" to one of the nonconforming products passed on to us after signing the original loan document (Lot-26 was not part of the original document as later determined on September 10, 2015). Bowers had an invitation letter & approval to move his loan to Wells Fargo but agreed to stay because DSB offered Bowers beneficial loan terms (no early exit fee, 90 days to cure default, Lot-26 excluded from collateral), (4) DSB Converted Bowers Investment Company from an LLC to a Corporation, and (5) a change in the insurance amount. It is interesting to note that the loan number on 2006 is #51216-09 and 2008 is #51216-13 (which are different) and the 2008 contract reflects that it paid off the signed payment record by Bowers. The Modification of the original 2008 Deed of Trust and 2008 Promissory Note is corrupt. The alterations including cut, paste, and forged signatures can be confirmed by FBI forensic analysis.

Bowers Supplemental

Item #4-DSB's 2008 Modification to the 2006 Deed of Trust (Fraudulent)

6. **APRIL 2008 to PRESENT:** Denali State Bank's Materially Altered Deed of Trust contains a nonconsensual add-on page entitled "Exhibit-A", which attempts to include BIC's Lot-26 as collateral. DSB has no right to Lot-26, which is completely separate from Lots 25A and 25B and was conveyed back to Bowers by Denali State Bank. Lot-26 was never collateralized to DSB in 2008. The failure to make proper conveyance on the 2006 and 2008 document were caused by the current president of Denali State Bank Steve Lundgren. These bank errors involved two banks that had employed Mr. Lundgren, Key Bank and Denali State Bank.

Bowers Supplemental

Item #3-Keith Bartusch Email with Attached 2008 Deed of Trust

1 Item #4-DSB's 2008 Modification to the 2006 Deed of Trust (Fraudulent)

2 FDIC Correspondence

3 Bowers Letter to FDIC 2-9-2019, Exhibit-H-Reconveyance Impropriety Bundle

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7. **APRIL 2008 to PRESENT:** Denali State Bank falsely asserts that in 2008 BIC borrowed additional funds based on a 2006 Loan and Modification to a 2006 Deed of Trust. In truth BIC established a new Loan on April 24th 2008 based on a New 2008 Deed of Trust, Promissory Note, and Related Loan Documents. This is evidenced by Bowers Investment Company Check#3967 dated 4-24-2008 in the amount of disbursement \$42,631.27 (original loan amount \$1.6 million) which paid off the 2006 Denali State Bank loan 51216-09 in full prior to establishing the 2008 Denali State Bank loan 51216-13 Deed of Trust, Promissory Note, and Related Loan Documents.

Bowers Supplemental

Item #2-2008 Deed of Trust, Promissory Note, Related Loan Documents

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8. **APRIL 2008 to PRESENT:** Denali State Bank's Materially Altered Deed of Trust, Promissory Note, and Related Loan Documents contain altered content including cut & paste/copied fraudulent signatures. They have failed to give us original copies of these correct original documents after submitting multiple requests for those contract documents originally signed on April 24, 2008. This violates our Constitutional Rights to Due Process.

Bowers Supplemental

Item #2-2008 Deed of Trust, Promissory Note, Related Loan Documents

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9. **APRIL 2008:** Denali State Bank failed to obtain a new 2008 appraisal prior to establishing the 2008 loan. The nearest appraisal on the property Lots 25A, 25B, and Lot 26 were done independently in 2006. The value on the property would be significantly greater in 2008 and 2015 than it would in 2006 because of Bowers business changing the occupants of the buildings and property to lease/rental tenants and additional construction/building improvements.

Bowers Supplemental

Item #11-2006 Appraisal

10. **2008 to 2009:** In 2008 to 2009 BIC learned that Denali State Bank was facing financial hardship, FDIC investigation, insufficient reserves, lack of dividend payments to shareholders, other penalties, and had its composite rating reduced from a 1 to a 4. We were also alarmed that DSB was laying off its employees without paying them monetary retirement benefits. They also attempted to convert Bowers Office Products Line of Credit into a Term Note (historically paid timely as agreed).

Bowers Critical Original Case Files Binder

Bowers Supplemental

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Item #10-BOP Late Charge Issue

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11. **JULY 26, 2009:** Denali State Bank claimed it was necessary to convert Bowers Office
3 Products' Line of Credit into a term note in order to comply with the FDIC. Bowers offered
4 to pay the note prior to late charges on July 26, 2009. DSB then applied an invalid
5 \$10,000 Late Fee plus attorney's fees from Borgeson & Burns in the amount of \$3,800
6 against Bowers Office Products, Inc.(BOP) by Denali State Bank (DSB) between January
7 to July 26, 2009. DSB's loan officer initialed a note to "disregard" the late charge but
8 DSB's Attorney & President did not do so. These additionally confirm DSB's unstable
9 financial condition. John Burns, Attorney of Borgeson & Burns Law Firm, also created a
severe conflict of interest by representing both Bowers and Denali State Bank.

8
Bowers Supplemental

9 Item #10-BOP Late Charge Issue

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11. **JUNE 1 2015:** Denali State Bank "granted" upon request Bowers Investment Company,
12 LLC. a 12-month interest-plus-some \$6,000 per month due monthly on the first of the
month payment plan agreement, then failed to honor that agreement (agreed both verbally
13 and in writing via a letter from Michael McLaughlin and associated attorneys of Guess &
Rudd Law Firm, in their capacity as counsel authorized to represent Denali State Bank)
14 and commenced foreclosure despite BIC voluntarily making the agreed upon payments for
a period of five months at which point it became impossible for Bowers to continue making
15 payments due to financial harm caused by DSB commencing foreclosure despite the
payment agreement. Denali State Bank also began raiding Bowers Bank Account
16 #1033695 on August 24, 2015. This breach of a payment plan described with some
degree of specificity and acknowledged as "Granted" by agents and attorneys of Denali
17 State Bank, constitutes a prima facie case with enough evidence to allege an impropriety.
18

19 Federal Case# 4-19-cv-00025-TMB

20 Item #19-Motion for Clarification Exhibit-H

21 Bowers Critical Case Files Volume 2

22 Item #G-12 Month GRANTED Payment Plan

23 **Exhibit-C: 12 Month GRANTED Payment Plan**

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25 13. **AUGUST 2015:** Denali State Bank exercised undue control over the business affairs of
Bowers Investment Company, LLC. by assigning BIC's lease revenue, reducing and taking
lease payments, allowing our tenants extended occupancy of leased space (thus
26 preventing BIC from establishing new leases within that occupied space), and depriving
BIC of its lease revenue required to pay for necessary operating expenses. This action
corrupted Bowers ability to draw up plans, negotiate, and make an award by taking control
27 of all leases and business activities on BIC's three pieces of property.
28

Bowers Supplemental

Item #13-Notice of Default and Sale August 12, 2015

1 Item #14-Assignment of Rents August 24, 2015

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3 14. **AUGUST 2015 FORWARD:** Denali State Bank continued to collect BIC's lease revenue
4 and engage in collection activities even after BIC filed its first Chapter 11 Bankruptcy
petition on November 17, 2015. (Violation of Automatic Stay under 11 U.S.C. 362)

5 Chapter 11 BK Case #15-00395

6 Item #1-Petition 11-17-2015

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8 15. **AUGUST 12, 2015:** Denali State Bank's premature, predatory, and corrupt foreclosure
9 actions caused BIC's University Ave. Properties to become "distressed properties" which
10 created a volatile lease atmosphere. This impaired BIC's ability to secure new tenants,
11 retain existing tenants, and establish leases. This was done in violation of the Granted 12-
Month Interest-Plus-Some \$6,000 payment plan. Denali State Bank discontinued in an
absolute manner that Bowers was not to set foot on 25A, 25B, and Lot-26.

12 Bowers Supplemental

13 Item #13-Notice of Default and Sale August 12, 2015

14 Item #14-Assignment of Rents August 24, 2015

15 Federal Case# 4-19-cv-00025-TMB

16 Item# 19-Motion for Clarification Exhibit-H

17 16. **AUGUST 20, 2015:** Denali State Bank misapplied an "Interest" payment made by BIC
18 per the terms of the 12 month Granted \$6,000 interest-plus-some payment plan. DSB
19 applied the interest payment (*Check#6303 \$6,000 dated 8-20-15 to pay the interest for the
upcoming month of September*) to the principal balance despite the check clearly
20 indicating that it was for the interest-plus-some plan. DSB then assessed late fees and
claimed that BIC had failed to pay the interest for that month.

21 FDIC Correspondence

22 Bowers Letter to FDIC 2-9-2019, Exhibit-H-Reconveyance Impropriety Bundle

23 17. **OCTOBER 2015-PRESENT:** Denali State Bank has continued to keep Bowers Deposit
24 Account #1033695 frozen despite having no legal basis for doing so. There is
25 approximately \$22,500 in the account and DSB is responsible for all harm sustained by
26 depriving BIC and Bowers Enterprises of those funds as well as substantial additional
outstanding Bowers funds. DSB has never accounted for those funds despite numerous
requests.

27 FDIC Correspondence

28 Bowers Letter to FDIC 12-25-2018

1 18. **NOVEMBER 12, 2015:** Denali State Bank failed to honor their check for
2 approximately \$10,000 (made up of BIC's lease revenue which DSB had seized) and froze
3 BIC's account which caused BIC's payments for necessary operating expenses to bounce
4 while demanding BIC continue to pay its operating expenses. This damaged BIC's
5 credibility with service providers and cost BIC additional returned payment fees. It also
6 minimized our funds to pay \$34,000 in property taxes, and bills by tens of thousands of
7 dollars. BIC's account at Denali State Bank contains funds from BIC, BOP, Gerald L.
8 Bowers personally, Social Security, and Yukon Maxi-Storage. This comingling of funds
9 was authorized in a memo from Denali State Bank. DSB has no right to freeze or block
Bowers access to those Account#1033695 funds from 1993 forward as agreed upon.

10 FDIC Correspondence

11 Bowers Letter to FDIC dated 2-13-2019 Exhibit-A (Comingled Funds Memo) Exhibit-B (90
12 Days to Cure Default Memo).

13 19. **DECEMBER 2015-JANUARY 2016:** Denali State Bank's Attorneys knowingly omitted a
14 2015-2016 appraisal which would have demonstrated that the current market value of
15 BIC's University Avenue properties had substantial equity, was substantially
16 overcollateralized, and was sufficient to secure their interest. DSB has denied the
17 existence of this appraisal yet it appears as a \$10,000 appraisal expense which DSB has
18 applied against Bowers account that Bowers paid. The Real Estate Appraisal Firm Hage
19 & Associates has confirmed that the Appraisal exists after numerous requests for
20 production, but they cannot disclose it because Denali State Bank has directed them to
21 keep it concealed. The Appraisal value of BIC's real estate assets is crucial evidence in a
22 Chapter 11. Denali State Bank is concealing this evidence because they know it will
23 support BIC's position.

24 BK Case 16-00136

25 Item #64-Memorandum on Motions to Dismiss or Convert (7-7-16)

26 20. **NOVEMBER 2015:** Randall Ensminger, BIC's attorney during BIC's original Chapter
27 11 Bankruptcy Case No. 15-00395 received \$10,000 to represent BIC and an additional
28 \$10,000 to represent the Guarantors Gerald L. Bowers and Bowers Office Products, Inc.
Ensminger indicated that the conditions were present to extend protection of the Automatic
Stay to both the Guarantors, and indicated that he would file a motion to do so (his exact
words as documented via email correspondence). Ensminger failed to make the
attempted written commitment and allowed Denali State Bank to file against the
Guarantors in December of 2015 and obtain uncontested Default Judgments (of over 1.5
million severally) against both Guarantors (1) Gerald L. Bowers, and (2) Bowers Office
Products, Inc. There appears to be another \$10,000 that was also paid to Ensminger as
operating and travel funds. Ensminger failed to disclose to Bowers that he was being
publically reprimanded (including having to pay out approximately \$17,000) by both the
Alaska Bar Association and California Bar Association before, after, and throughout
Bowers case. Ensminger was made totally aware of the substantial/severe corruption that
persisted with DSB. Ensminger corruptly worked with Denali State Bank's attorney James

1 Dewitt, to the detriment of the clients he had been hired to represent and protect (BIC,
2 BOP, & Gerald L. Bowers)

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4 FDIC Correspondence
5 Bowers Letter to FDIC 12-25-2018

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10 21. **2008 to 2015:** DSB falsely declared that Bowers Investment Company, LLC. was a
11 "corporation" rather than a "limited liability company" in order to deprive BIC of its ability to
12 represent itself pro se in the Alaska Court System which requires corporations (but not
13 LLC's-Limited Liability Companies) to be represented by an attorney.

14
15 Bowers Supplemental
16 Item #2-2008 Deed of Trust, Promissory Note, Related Loan Documents

17
18 22. **AUGUST 2015 to PRESENT:** DSB has refused to relinquish "All Funds Taken" within
19 BIC's account#1033695 and the rent control account at DSB, despite a federal court order
20 to do so from Federal Judge Gary Spraker of Anchorage. DSB has conducted an illegal
21 offset against those funds.

22
23 Chapter 11 BK Case #15-00395
24 60-Interim Cash Collateral Order (1-28-16)

25
26 23. **SEPTEMBER 10, 2015:** Denali State Bank's contracts were established prior to the
27 property being reconveyed to the borrower via a Deed of Reconveyance. Recorded
28 documents show that Lot 25B (the Big Building #2175 University Avenue) was not properly
reconveyed as required. Lot 25B was originally collateralized to Key Bank via the Deed of
Trust dated 12-31-1986 in the original amount of 1.6 Million. Lot 25B was never properly
reconveyed from that 1986 KeyBank Deed until 7-31-2015. Steve Lundgren is the current
President of Denali State Bank and was the former Vice President of KeyBank in
Fairbanks. Lundgren appears throughout the documentation of this issue and was aware
of, and responsible for, proper reconveyance of Lot-25B. Lundgren's failure to comply
with reconveyance procedure requirements and issue timely Deeds of Reconveyance for
Lot-25B has created a liability for both KeyBank and Denali State Bank. As a result of
Lundgren's failure, DSB has established multiple loan documents on a property that was
still formally collateralized to KeyBank.

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30 FDIC Correspondence
31 Bowers Letter to FDIC 2-9-2019, Exhibit-H-Reconveyance Impropriety Bundle
32 Deed of Trust for Lot 25B dated 12-31-1986 (recorded 1-5-1987, #1987-00029-0)
33 Modification of Deed of Trust adding Lots 25A and Lot 26 as collateral dated 10-11-1993
34 (recorded 10-13-1993, #1993-020442-0)
35 Bowers and Attorney Michael Oiffer of Shulkin, Hutton, Bucknell law firm request
36 Reconveyance of Lot 25A and Lot 26
37 Lundgren Letter dated 9-18-1998 Agreeing to Reconvey Lots 25A and Lot 26
38 Deed of Partial Reconveyance for Lots 25A and Lot 26 dated 2-18-1999, recorded 2-19-
39 1999, #1999-004320-0).

1 Substitution of Trustee and Full Reconveyance for Lot 25B dated 7-31-2015. Recorded 8-
2 4-2015, #2015-011890-0.

2 Bowers Critical Case Files Volume 2

3 Item #J-Lot 25B Reconveyance Impropriety Bundle.

4 **Exhibit-B: Lot-25B Reconveyance Impropriety Bundle**

5 24. **NOVEMBER 2015 to PRESENT:** Denali State Bank has illegally prevented Gerald L.
6 Bowers and Bowers Office Products Inc., Bowers Investment Company LLC (Limited
7 Liability Company), and Yukon Maxi-Storage from conducting standard Banking practices
8 and checking BIC's account balance.

9 FDIC Correspondence

10 Bowers Letter to FDIC 12-25-2018

11 25. **2008 to 2015 to PRESENT:** Denali State Bank has failed to produce an accurate
12 accounting for its claims, foreclosure amount, seized funds, and frivolous miscellaneous
13 fees levied against account 1033695, despite multiple long-term ongoing requests. DSB
14 claims that BIC must seek an account balance from DSB's attorneys. We believe hugely
15 in excess of \$500,000 has been drained from the account and continues to be denied.
16 Bowers has demanded multiple times from 2008 to 2015 for full accountability of the
17 funds.

18 FDIC Correspondence

19 Bowers Letter to FDIC 12-25-2018

20 26. **2015 to PRESENT:** BIC has never been allowed to formally "Object to Proof of Claim"
21 and initiate an adversarial proceeding as allowed by Bankruptcy law. BIC's position has
22 always been to object to DSB's proof of claim which is based on materially altered Deeds
23 of Trust (4), Promissory Note, and Related Loan Documents with cut, paste, and forged
24 signatures, but this express desire was ignored by BIC's attorney Randall Ensminger.
25 Bowers has personally met two professionals in the banking industry who left Denali State
26 Bank due to the forgery they witnessed there: (1) Tony Versandi, and (2) Kayla Smith.
27 BIC has requested the authentic version of the Deed of Trust, Promissory Note, and
28 Related Loan Documents since April 24, 2008. DSB continued to manipulate the loan
documents multiple times from April 24, 2008 through 2015.

29 Bowers Supplemental

30 Item #1-2006 Deed of Trust, Promissory Note, Related Loan Documents

31 Item #2-2008 Deed of Trust, Promissory Note, Related Loan Documents

32 Item #3-Keith Bartusch Email with Attached 2008 Deed of Trust

33 Item #4-DSB's 2008 Modification to the 2006 Deed of Trust (Fraudulent)

34 27. **NOVEMBER 2015:** DSB failed to timely post and notice Lot-26 prior to the foreclosure
35 which was filed on August 12th, 2015 with an original foreclosure sale date scheduled for
36 November 18, 2015. Denali State Bank instructed Bowers to stay off Lot 25A, Lot 25B,

1 and Lot 26 properties on August 12th and took over management of all business on these
2 properties, which violated the provision in a Chapter 11 Reorganization which allows a
3 Debtor in possession to conduct normal business operations. Yukon Maxi-Storage was
4 located on Lot-26 and taken, held, and operated by DSB Staff who falsely claimed to be
5 authorized by Yukon Maxi-Storage. Lot-26 was not collateralized to Denali State Bank
6 and Lot-25B was not properly reconveyed.

5 FDIC Correspondence

6 Bowers Letter to FDIC 2-9-2019. Exhibit-I: Record of Untimely Posting

7 28. **2016 to NOVEMBER 28, 2017:** Denali State Bank levied funds out of the
8 Guarantors' accounts at First National Bank Alaska (FNBA). DSB was eventually forced
9 to return those amounts and reimburse the FNBA processing fees of \$228.89 incurred by
10 the Guarantors. Bowers set up these new FNBA accounts at the direction of Federal
11 Court Judge Gary Spraker.

12 Case #4FA-15-02947CI

13 Item#88-Decision and Order Determining Disposition of Levied Funds (11-28-2017)

14 29. **JANUARY 28, 2016:** BIC's Attorney Randall Ensminger misrepresented BIC's position
15 as to whether lease revenue from the University Ave. properties was the cash collateral of
16 Denali State Bank.

17 Chapter 11 BK Case #15-00395

18 60-Interim Cash Collateral Order (1-28-16)

19 30. **JUNE 15, 2016:** Affidavits produced by Denali State Bank's agents contain numerous
20 deliberate manipulations (sample: cut, paste, and forged signatures), errors, omissions,
21 and lack of accountability to this current date.

22 Case#4FA-15-02947CI

23 Item #27-Affidavit of Aaron Hines

24 Item #29-Affidavit of Keith Bartusch

25 31. **JULY 7, 2016:** BIC's Reorganization Plan during its second Chapter 11 Case No. 16-
26 00136 was deemed financially viable and DSB's deliberate omission of a 2015 appraisal
27 (See Item #17) and other actions contributed to BIC's inability to successfully reorganize.

28 BK Case 16-00136

29 Item #64-Memorandum on Motions to Dismiss or Convert (7-7-16)

30 32. **SEPTEMBER 30, 2016:** DSB finally conducted a foreclosure sale of BIC's
31 University Avenue properties on September 30, 2016. This satisfied the default judgment
32 against the Guarantors. DSB refused to Acknowledge Satisfaction of the Default
Judgment within 10 days as required by Alaska Statute 09.30.300 (a). The Default

Judgment in the amount of \$1,588,473.10 (frivolously inflated from the earlier amount of \$1,511,865.61 on DSB's Notice of Default and Sale dated Aug 12-2015) lingered until November 28, 2017, whereupon Bowers Pro Se litigation finally succeeded in compelling DSB to acknowledge that the judgment had been satisfied by the foreclosure sale. Denali State Bank is liable to the judgment debtor for all damages sustained by their failure to timely acknowledge satisfaction of judgment as defined by AS 09.30.300 (b). It was obvious at this time that DSB's direction was to deny Bowers access to his financial resources by any means possible and also encourage other banks to get involved in damaging bowers resources.

Case #4FA-15-02947CI

Item#88-Decision and Order Determining Disposition of Levied Funds (11-28-2017)

Item#93-Notice to the Court RE Order on Disposition of Levied Funds (12-28-2017)

33. **SEPTEMBER 30, 2016:** Denali State Bank has exercised direct control of Yukon Maxi-Storage (YMS) and Lot-26 when they first posted the property on August 12, 2015. Yukon Maxi-Storage operates its outdoor vehicle storage on Lot-26 and is prepared for future indoor storage. DSB appointed a property manager to (1) Lock and prevent access to Lot-26, (2) collect payments from YMS customers, (3) solicit signatures from YMS customers, (4) conduct business with YMS customers and operated on YMS vehicle storage contracts. Lot-26 is not Denali State Bank property, DSB has no valid claim to Lot-26.

Bowers Supplemental

Item #13-Notice of Default and Sale August 12, 2015

Item #14-Assignment of Rents August 24, 2015

34. **SEPTEMBER 30, 2016 to PRESENT:** Denali State Bank continues to assert control over BIC's assets located at BIC's University Avenue properties, including approximately \$300,000 worth of systems furniture and other equipment (25B University Avenue South). DSB also forced the potential sale of 791 Eton Blvd (loss amount \$600,000), and the foreclosure TAKE of 2333 Van Horn Road in July 2017 which served as the headquarters for Bowers business operations. Bowers had a standing offer of \$1.1 Million for the 2333 Van Horn Road Property and the loss of that property ended the commercial operating location of Bowers Office Products, Inc., Bowers Investment Company LLC (Limited Liability Company), Bowers General Construction, Yukon Maxi Storage, and Gerald L. Bowers personally.

Case #4FA-17-02278CI (all filings)

Case #4FA-19-02566CI (all filings)

35. **MARCH 26, 2019:** Denali Bancorp Inc. is a bank holding corporation whose stated purpose is to "ACQUIRE OWN AND OPERATE DENALI STATE BANK" (Biennial Reports filed 4-8-2001, 1-2-2019, etc.). "Denali State Bank" did not acquire an Alaska Business License until 2-25-2019, the Business License was also illegitimately stripped from its

1 original owner without cause and inappropriately given to Denali State Bank (Bowers was
2 offered the chance to purchase the business license for "Denali State Bank" by the original
3 owner, Barry Donnellan). DSB has also never filed a Biennial Report, and has been
4 conducting unlicensed business as a fictional entity from 1986 forward (See #1). (Alaska
Dept. of Commerce Public Records Database)

<https://www.commerce.alaska.gov/cbp/main/Search/EntityDetail/10101367>

5 The link above demonstrates that "Denali State Bank" is not a legal corporate entity. It is a
6 "Business Name Registration" that was formed on 3/6/2019 and did not exist prior to that
7 date. Denali State Bank's status as a legitimate business entity has been called into
8 question (Federal District Court Case No. 4:19-cv-00008-TMB) and those claims have not
9 been conclusively resolved. Per the Plaintiff's Complaint in that case, "Denali State Bank"
10 had no license to conduct business in Alaska, including establishing loans. Denali State
Bank faces potential liability in the form of having all contracts established under its
nonexistent, noncompliant, unlicensed, trade name declared "void ab initio".

11 Bowers Critical Case Files Volume 2
12 Item #B-DSB Lack of Business License

13 36. **AUGUST 22, 2019:** "TAKE" of House located at 791 Eton Boulevard during which
14 Gerald L. Bowers lost real estate property valued at \$600,000) and was arrested in a civil
15 case without proper legal service, no claim of criminal violations while disallowing Bowers
16 arguments that he was legally separate from Bowers Office Products, Inc. during Case
17 #4FA-17-01515CI. These issues were being addressed in U.S. Federal Court. The claim
18 on the 791 Eton property was a corporate affair. The "TAKE" was also unlawful due to
19 multiple violations of law including, but not limited to, (1) the foreclosure sale was
20 conducted by CSG Law Firm Attorney Jo Kuchle who filed an affidavit where she claimed
21 to simultaneously represent both the Trustee and the Beneficiary. This amounts to an
22 admission that she knowingly committed a clear conflict of interest. (2) The Trustee
23 (Yukon Title Company) abdicated/neglected their role as a neutral third party with a
24 responsibility to ensure fairness and compliance for both the Grantor and the Beneficiary.
25 Yukon Title completely neglected their duty to address the concerns raised by the Grantor.
26 (3) The property was conveyed exclusively from the Callenders to the Bowers via a
27 Statutory Warranty Deed. (4) There was an unlawful lien against the property by CSG
28 Law Firm/Upper Tanana Development Corporation, and (5) Bowers was compliant with an
Internal Revenue Service Installment Payment Plan and the Federal Tax Lien should have
been removed. The corrupt foreclosure and "TAKE" of 791 Eton Boulevard has caused us
to file three Lis Pendens, one in each of the following three cases: (1) 4FA-17-01515CI
(Alaska Superior Court), (2) 4FA-19-02566CI (Alaska Superior Court), and (3) 4-19-cv-
00025-TMB Federal District Court.

Case #4FA-19-02566CI (all filings)

Federal Court Case 4:19-cv-00025-TMB
Item#5 Motion to Stay Foreclosure Sale of 791 Eton Blvd.

Exhibit-D: Affidavit of Sale Admitting Conflict of Interest by Jo Kuchle

Exhibit-E: Lis Pendens 4-19-cv-00025-TMB Recorded

Exhibit-H: Statutory Warranty Deed Recording #2003-010462-0

37. **APRIL 28, 2020:** Tanana Chiefs Conference is directly involved in all these affairs through their purchase of Bowers Investment Company, LLC.'s University Avenue properties and through Doyon's Ruby area Corporation Dineega. Dineega is a shareholder of Denali Bancorporation, Inc. and sought to "ACQUIRE OWN AND OPERATE DENALI STATE BANK" as described in Denali Bancorp's Biennial Reports from 2001 to 2019 (prior to the foreclosure of the University Avenue Properties). Neither Tanana Chiefs Conference nor Denali State Bank has recorded a purchase price for conveyance of the University Avenue Properties.

Exhibit-F: Warranty Deed 2020-005889-0 dated 4-29-2020

38. If you follow this closely DSB has created a liability situation for First National Bank Alaska, KeyBank, and Texas Bank in their attempt to run us out of funds and resources. DSB/FNBA have also damaged our credit score which took six months to partially repair from 558 to 659 (false alias by Jerry Walker, false declaration of personal bankruptcy by Bill Renfrew, misrepresenting account ownership). A contract person was working for First National Bank while representing the Chapter 11 Trustee Nacole Jipping in Federal BK Case#16-00136. The ripple effect of Denali State Bank's corruption during the April 24, 2008 Loan Documents has continued on to harm us to this day. Some examples of this harm include corrupting relationships with other banks, individuals, and our business operations. Denali State Bank has not had a business license in approximately 30 years, yet are operating on Denali State Bank letterhead while the true owner of the place is Denali Bancorp Inc. (whose board members are registered with Denali State Bank) Denali State Bank's business license was only recently formed on 3-6-2019 and Bowers was offered the opportunity to purchase the business license to Denali State Bank prior to that.
39. There are multiple major disturbances in the Chapter 7 Trustee's handling of BIC's BK Case No. 16-00136. Some examples include (1) Falsely indicating that BIC was afforded the right to act pro se, (2) Falsely claiming that BIC filed a Chapter 7 petition on 5-6-2016 when the docket clearly shows that a voluntary Chapter 11 petition was filed, (3) appointing an unqualified and unauthorized Chapter 7 attorney in BIC's Chapter 11 case, (4) preventing BIC's intended, retained, and qualified Chapter 11 attorney (Robert Garrison)to represent BIC Pro Hac Vice, Mr. Garrison was provided with the wrong paperwork by the Alaska BAR Association and unable to appear on the Debtor's behalf. Mr. Garrison telephonically attended a status hearing, but was unable to speak due to an objection from Denali State Bank's attorney Micheal McLaughlin of Guess & Rudd, (5) selling BIC property for a steeply undervalued amount rather than the fair market value on a greater solid offer where the buyer had paid earnest money, (6) attempting to add additional administrative fees after the Trustee's final expense list and distribution of funds,

1 (7) hiring an attorney for the Chapter 7 Trustee who also represented a bank in the case
2 causing a conflict of interest impropriety.

3 We have experienced a corrupt court system in Alaska and wish to change the venue of
4 our Federal RICO Lis Pendens Lawsuit to a different State in order to avoid the defective
5 adjudication that permeates our Alaska Courts.

6 **RELIEF**

7 Plaintiffs request Remedy in the form of compensation for damages and monetary
8 losses caused by the Defendants. We estimate these to be in the amount of \$15,000,000 USD
9 (Fifteen Million US Dollars), subject to Treble Damages under RICO Law 18 U.S.C. § 1964 (c),
resulting in the total amount of \$45,000,000 USD (Forty-Five Million US Dollars) as monetary
compensation to the Plaintiff for the damage and losses caused by the Defendants.

10
11 Dated this 26 day of April, 2021, at Fairbanks, Alaska
12

13 
14 Gerald L. Bowers

15 **List of Exhibits:**

16 **Exhibit-A:** DSB Lack of Business License.

17 **Exhibit-B:** Lot-25B Reconveyance Impropriety Bundle.

18 **Exhibit-C:** 12 Month GRANTED Payment Plan.

19 **Exhibit-D:** Affidavit of Sale Admitting Conflict of Interest by Jo Kuchle.

20 **Exhibit-E:** Lis Pendens 4-19-cv-00025-TMB Recorded.

21 **Exhibit-F:** Warranty Deed 2020-005889-0 dated 4-29-2020.

22 **Exhibit-G:** Peer Reviewed Study RE: Corruption in Alaska.

23 **Exhibit-H:** Statutory Warranty Deed Recording #2003-010462-0

24 **Exhibit-I:** DOJ Criminal Division Correspondence.

25 **Exhibit-J:** BIC Federal Aviation Administration License Agreement

26 **Certificate of Service**

27 I Certify that on this _____ day of April 2021, I mailed by first class mail or hand-delivered a copy of these
28 documents to:

29 Signature _____

30 1. Denali State Bank
31 119 North Cushman Street
32 Fairbanks, AK 99701

33 2. Denali Bancorp Inc.
34 Denali State Bank
35 119 North Cushman Street
36 Fairbanks, AK 99701

1 3. Steve Lundgren
2 Denali State Bank
3 119 North Cushman Street
4 Fairbanks, AK 99701

5 4. Randy Weaver
6 Denali State Bank
7 119 North Cushman Street
8 Fairbanks, AK 99701

9 5. Aaron Pletnikoff
10 Denali State Bank
11 119 North Cushman Street
12 Fairbanks, AK 99701

13 6. Jyotsna Heckman
14 Denali State Bank
15 119 North Cushman Street
16 Fairbanks, AK 99701

17 7. Aaron Hines
18 Denali State Bank
19 119 North Cushman Street
20 Fairbanks, AK 99701

21 8. Monee Stewart
22 1046 Dogwood Street, Unit 9
23 Fairbanks, AK 99709

24 9. Dena' Nena' Henash
25 Tanana Chiefs Conference
26 122 1st Avenue
27 Fairbanks, AK 99701

28 10. Doyon, Limited
29 1 Doyon Place, Suite 300
30 Fairbanks, AK 99701-2941

31 11. Dineega Corporation
32 PO Box 68028
33 Ruby, AK 99768

34 12. Law Office of Jeremy Collier PC
35 851 E Westpoint Dr. #212
36 Wasilla, AK 99654

37 13. Upper Tanana Development Corporation
38 Box 459
39 Tok, AK 99780

40 14. Guess & Rudd P.C.
41 1029 W 3rd Ave. Suite 400
42 Anchorage, AK 99501

43 15. Michael McLaughlin
44 Guess & Rudd P.C.
45 1029 W 3rd Ave. Suite 400
46 Anchorage, AK 99501

1 16. James Dewitt
2 Guess & Rudd P.C.
3 1029 W 3rd Ave. Suite 400
4 Anchorage, AK 99501

5
6 17. D. Randall Ensminger
7 570 5th Street
8 Lincoln, CA 95648

9
10 18. First National Bank Alaska
11 Corporate Headquarters
12 101 West 36th Avenue
13 Anchorage, AK 99503

14
15 19. Betsy Lawer, Chair & CEO
16 First National Bank Alaska
17 101 West 36th Avenue
18 Anchorage, AK 99503

19
20 20. Jerry Walker
21 202 Henderson Rd. S
22 Fairbanks, AK 99709

23
24 21. Bill Renfrew
25 1115 Kodiak St.
26 Fairbanks, AK 99709

27
28 22. Erik LeRoy, P.C.
29 500 L St., Ste. 302
30 Anchorage, AK 99501

31
32 23. Texas Bank & Trust
33 PO Box 6100
34 Tyler, TX 75711

35
36 24. Jeff Cheavens, SVP & Loan Officer
37 Texas Bank & Trust
38 PO Box 6100
39 Tyler, TX 75711

40
41 25. CSG, Inc.
42 714 Fourth Ave.
43 Suite #200
44 Fairbanks, AK 99701

45
46 26. Zane Wilson
47 CSG, Inc.
48 714 Fourth Ave. STE 200
49 Fairbanks, AK 99701

50
51 27. Jo Kuchle
52 CSG, Inc.
53 714 Fourth Ave. STE 200
54 Fairbanks, AK 99701

1 28. Danielle Gardner
2 CSG, Inc.
3 714 Fourth Ave. STE 200
4 Fairbanks, AK 99701

5 29. Michael Killion
6 448 Slater Dr.
7 Fairbanks, AK 99707

8 30. Vitali Kuzmich
9 1506 Farmers Loop Road
10 Fairbanks, AK 99709

11 31. Kathleen Smart
12 1506 Farmers Loop Road
13 Fairbanks, AK 99709

14 32. Christopher Zimmerman
15 711 Gaffney Road
16 Suite 202
17 Fairbanks, AK 99701-4662

18 33. John Wallace
19 711 Gaffney Road
20 Suite 202
21 Fairbanks, AK 99701-4662

22 34. Yukon Title Company, Inc.
23 714 Gaffney Road
24 Fairbanks, AK 99701

25 35. U.S. District Court,
26 For the District of Alaska
27 101 12th Avenue, Rm 332
28 Fairbanks, AK 99701

29 36. Alaska State Court System
30 101 Lacey Street
31 Fairbanks, AK 99701

32 37. KeyBank
33 Corporate Headquarters
34 127 Public Square
35 Cleveland, Ohio 44114

36 38. John J. Burns
37 1430 Goshawk Lane
38 Fairbanks, AK 99709

39 39. Borgeson & Burns PC
40 Box 74046
41 Fairbanks, AK 99707